

RECORDATION NO. 23401-A FILED

MAR 8 '01 12-21 PM  
TS  
SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
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SUITE 200  
WASHINGTON, D.C.  
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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

March 8, 2001

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of an Assignment of Lease and Security Agreement Without Recourse, dated March 8, 2001 a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed relates to the Memorandum of Lease and Security Agreement which is being filed with the Board under Recordation Number 23401.

The names and addresses of the parties to the enclosed document are:

Assignor: Trimarc Financial, Inc.  
115 Calle De Industrias  
Suite 205  
San Clemente, CA 92672

Assignee: Bank Austria Creditanstalt  
Corporate Finance, Inc.  
Two Greenwich Plaza  
Greenwich, CT 06830

A description of the railroad equipment covered by the enclosed document is:

Railroad equipment bearing AMTZ and AMTK reporting marks and road numbers attached hereto

Mr. Vernon A. Williams  
March 8, 2001  
Page Two

A short summary of the document to appear in the index follows:

Assignment of Lease and Security Agreement Without Recourse  
between Trimarc Financial, Inc., Assignor, and Bank Austria  
Creditanstalt Corporate Finance, Inc., Assignee, covering  
railroad equipment bearing AMTZ and AMTK reporting marks  
and road numbers attached hereto.

Also enclosed is a check in the amount of \$27.00 payable to the order of the  
Surface Transportation Board covering the required recordation fee and cross-indexing fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', written in a cursive style.

Robert W. Alvord

RWA/anm  
Enclosures

## SCHEDULE

<u>Description</u>	<u>Number of Cars</u>	<u>Marks</u>	<u>Car Numbers</u>	<u>VIN Number</u>
1. Wabash National, Model Year 2000, 53' Duraplate Railtrailer Trailers	two hundred (200)	AMTZ	462040-462239 (inclusive)	The vehicle identification numbers provided on Schedule A attached hereto
2. Wabash National, Model Year 2000, Coupler Mates (Freight Mates-ABDX valves)	twenty-eight (28)	AMTK	5268-5295 (inclusive)	653371-653398 (inclusive)
3. Wabash National, Model Year 2000, Coupler Mates (Mail Mates with 26 CV8 Brake Valve)	three (3)	AMTK	5010-5021 (inclusive)	620068-620070 (inclusive)
4. Wabash National, Model Year 2000, Coupler Mates (Mail Mates-ABDX valves)	twenty-five (25)	AMTK	5048-5072 (inclusive)	620043-620067 (inclusive)

**EXECUTION COPY**

**ASSIGNMENT OF LEASE AND SECURITY AGREEMENT WITHOUT RECOURSE**

THIS ASSIGNMENT OF LEASE AND SECURITY AGREEMENT WITHOUT RECOURSE (this "Agreement") is dated as of March 8, 2001 between Trimarc Financial, Inc. (the "Assignor"), a corporation organized under the laws of the State of California, and Bank Austria Creditanstalt Corporate Finance, Inc. (the "Assignee"), a corporation organized under the laws of the State of Delaware.

**WITNESSETH:**

WHEREAS, Assignor desires to assign and transfer to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's rights and benefits under the Lease and Security Agreement (the "Lease") made as of March 8, 2001 between Assignor, as lessor, and National Railroad Passenger Corporation (the "Lessee"), a corporation organized under the laws of the District of Columbia, as lessee, subject to the terms and conditions of this Agreement; and

WHEREAS, concurrently herewith, the Assignor, as seller, and the Assignee, as buyer, are entering into the Purchase and Sale Agreement (the "Purchase and Sale Agreement") dated as of the date hereof, pursuant to which the Assignor has agreed to sell to Assignee the Lease and all of the Assignor's rights, benefits and privileges thereunder.

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Section 1. Definitions. Capitalized terms used herein and not otherwise defined have the meanings given such terms in the Purchase and Sale Agreement.

Section 2. Assignment and Assumption of Lease.

(a) Transfer, Assignment and Assumption of Lease. Assignor hereby transfers and assigns to Assignee without recourse as to the financial ability of Lessee to make payments under the Lease, and Assignee hereby accepts the transfer and assignment of, and acquires all of Assignor's right, title and interest in, to and under, the Lease. All terms and conditions of the Lease shall remain in full force and effect and unaltered, except as specifically provided herein, and this instrument is not intended to be, nor should it be, deemed a novation of the Lease.

Section 3. Representations and Warranties of Assignor. Assignor hereby represents, warrants and agrees in favor of Assignee as follows:

(a) Attached hereto as Exhibit A is a true, complete and correct executed copy of the Lease, which is in full force and effect and has not been modified, amended, revoked, rescinded or terminated in whole or in part.

(b) Assignor is the lawful owner of all of the rights of Lessor under the Lease and possesses the sole right to transfer such rights to Assignee.

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(c) Assignor is in full compliance with all terms and conditions of the Lease and to the best of Assignor's knowledge, (i) Lessee is in full compliance with all terms and conditions of the Lease, and (ii) no defenses, offsets or counterclaims to enforcement of the Lease by Lessee exist.

(d) Assignor has not sold, encumbered, transferred, assigned or delegated to any person or entity other than Assignee any of Assignor's rights or obligations under the Lease.

(e) There is not under the Lease any existing default, Event of Default (as defined in the Lease) or event which with notice and/or lapse of time would constitute a default on the part of the Assignor or, to the best of Assignor's knowledge, on the part of Lessee.

(f) Other than the payment of the Deposit (as such term is defined in the Lease) by the Lessee, no prepayment of rent, casualty value or any other amount payable under the Lease has been made by Lessee or any other party. Except for the Lease, neither the Equipment (as defined in the Lease) nor Assignor's rights therein are subject to any lease, remarketing, residual sharing or similar agreement which would be binding upon or enforceable against Assignee, against the Equipment or against the proceeds of any sale, leasing or other disposition of the Equipment.

Section 4. Further Payments. On and after the date hereof, Assignor shall promptly, at any time and from time to time, transfer to Assignee any payments that are received by Assignor from Lessee under the terms of the Lease. The obligations of Assignor in this Section 4 shall survive the transfer of the Lease to Assignee.

Section 5. Governing Law, Submission to Jurisdiction, Waivers. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

Section 6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that the rights and obligations of each party under this Agreement are personal and may not be assigned and delegated without the written consent of the other party hereto.

Section 7. Further Documentation. At any time and from time to time, upon the written request of Assignee, and at the sole expense of Assignor, Assignor will promptly and duly execute and deliver such further instruments and documents and take such further action as Assignee may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the creation of liens on the Purchase and Sale Agreement. Assignor also hereby authorizes Assignee to file any such financing or continuation statement without the signature of Assignor to the extent permitted by applicable law.

Section 8. Severability. Any term, condition or provision of this Agreement which is, or is deemed to be, void, prohibited, or unenforceable in any jurisdiction is, as to such jurisdiction, severable herefrom, and is ineffective to the extent of such avoidance, prohibition and unenforceability without in any way invalidating the remaining terms, conditions and provisions hereof. Any such avoidance, prohibition and unenforceability in any jurisdiction does not invalidate or render unenforceable such term, condition or provision in any other jurisdiction.

Section 9. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties hereto with respect to the subject matter contained herein and supersedes all prior agreements, understandings and representations, oral or written. No modification, limitation or release of any of the terms and conditions contained herein shall be made except by mutual agreement to that effect in writing and signed by the parties hereto.

Section 10. Notice. All notices and communications to be given under this Agreement shall be delivered, and shall have effectiveness as set forth in Section 16 of the Purchase and Sale Agreement.

Section 11. Counterparts. This Agreement may be executed in counterparts, and each counterpart shall be an original, and all counterparts together shall be but one and the same Agreement.

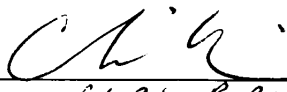
Section 12. Captions and Paragraph Headings. Captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

Section 13. Written Changes Only. No term or provision of this Agreement may be changed or waived orally, but only by an instrument in writing signed by the parties hereto.

Section 14. Terms and Definitions. The terms and definitions, as herein contained, shall include the singular and/or plural, masculine, feminine and/or neuter, successors and/or permitted assigns wherever the context so requires or permits.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement through their respective duly authorized officers, all as of the day and year first above written.

TRIMARC FINANCIAL, INC., as Assignor

By:   
Name: CHRIS ROBINSON  
Title: VICE PRESIDENT

BANK AUSTRIA CREDITANSTALT  
CORPORATE FINANCE, INC., as Assignee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Witnessed:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF CALIFORNIA )  
COUNTY OF Orange )

SS:

On this 7 of April, 2001, before me personally appeared Chun Robinson to me personally known, who being duly sworn, says that his is a Vice President of TRIMARC FINANCIAL, INC., a corporation organized under the laws of the State of California, that said instrument was signed on behalf of said corporation by an officer duly authorized to sign said instrument, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Terrie Gorman  
Notary Public

My Commission Expires: Sept 24, 2004



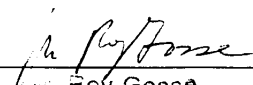


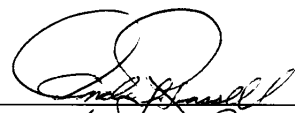
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement through their respective duly authorized officers, all as of the day and year first above written.

TRIMARC FINANCIAL, INC., as Assignor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BANK AUSTRIA CREDITANSTALT  
CORPORATE FINANCE, INC., as Assignee

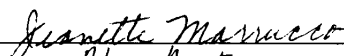
By:  \_\_\_\_\_  
Name: Mr. Roy Gosso  
Title: Vice President

By:  \_\_\_\_\_  
Name: Andrew J. Russell  
Title: S. V. P.

Witnessed:

Witnessed: for Bank Austria Creditanstalt  
Corporate Finance, Inc. as Assignee

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By:  \_\_\_\_\_  
Title: Adm. Asst.

STATE OF CONNECTICUT )

COUNTY OF Fairfield )

SS:

On this 8<sup>th</sup> of March, 2001, before me personally appeared Roy Gessse and ANNE KUSSEL, to me personally known, who being duly sworn, says that they are a VICE PRESIDENT and SENIOR VICE PRESIDENT of BANK AUSTRIA CREDITANSTALT CORPORATE FINANCE, Inc., a corporation organized under the laws of the State of Delaware, that said instrument was signed on behalf of said corporation by an officer duly authorized to sign said instrument, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Virginia A. Laverda  
Notary Public

My Commission Expires:

**VIRGINIA A. LAVERDA**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES JAN. 31, 2008

## SCHEDULE

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2. Wabash National, Model Year 2000, Coupler Mates (Freight Mates-ABDX valves)	twenty-eight (28)	AMTK	5268-5295 (inclusive)	653371-653398 (inclusive)
3. Wabash National, Model Year 2000, Coupler Mates (Mail Mates with 26 CV8 Brake Valve)	three (3)	AMTK	5010-5021 (inclusive)	620068-620070 (inclusive)
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**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 3/8/01

  
\_\_\_\_\_  
Robert W. Alvord